

INSURANCE SPECIFICATIONS

**CIVIL LIABILITY TOWARDS THIRD PARTIES AND SERVICE PROVIDERS**

**Lot 1**

**Contract ID 83899261F6**

This policy no. 178262860 is stipulated between

UNIVERSITA' DEGLI STUDI DI PAVIA
Corso Strada Nuova, 65
27100 Pavia
Tax / Vat number 80007270186

and

UNIPOLSAI Insurance Company
Agency PAVIA CASTELLO
PIAZZA CASTELLO 19- 27100-PAVIA

Duration of Contract

From 24:00 on:	31.12.2020
To 24:00 hours on:	31.12.2025

With expiry of the insured periods after the first period

at 24:00 hours on every	31.12
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## DEFINITIONS

<b>Insurance</b>	The insurance contract.
<b>Policy</b>	A document that details the terms and conditions of the insurance contract
<b>Contracting Party</b>	The person who signs the insurance contract in their own name and in the interests of whoever is entitled to it
<b>Insured Party</b>	The University of Pavia (understood as a unitary body without distinguishing between internal or related bodies such as, for example, associations, commissions, committees and the like) or, if different, the subject who is protected by the insurance, including the additional policyholders
<b>Company/Insurer</b>	The insurance company, or group of companies, that has issued this insurance
<b>Broker</b>	The insurance brokerage firm appointed by the Contracting Party for the management of the insurance
<b>Premium</b>	The sum due from the Contracting Party to the Company
<b>Risk</b>	The probability of an incident occurring and the gravity of the possible consequent damages.
<b>Incident</b>	The occurrence of a damaging event for which the insurance guarantee is provided
<b>Claim series</b>	<p>All damages deriving from the same harmful event will be considered as having occurred on the same date, even if the individual damages occurred at different times and even if the related claims for compensation are made after the expiry of this policy; this regardless of the number of injured parties and/or the claims made.</p> <p>All damages in the series will therefore be considered as a single claim: for the purposes of the limit of liability and/or sublimit envisaged for the guarantee concerned.</p> <p>For the above, reference will be made to the limit of liability, sublimit and excess in force on the date on which the harmful event occurred</p>
<b>Damages</b>	The damage of a patrimonial and non-patrimonial nature charged to the Insured as a result of a fact that has caused death, personal injury (including the infringement of the right to health and psychophysical integrity) or damage to property.
<b>Property</b>	Material objects, vehicles registered with the Public automobile registry, and animals.
<b>Indemnity</b>	The amount due from the Company in the event of a claim.

<b>Maximum</b>	The maximum compensation paid by the Company for each claim, regardless of the number of people who dies or who have suffered injuries or have suffered damage to their property.
<b>Fixed Excess</b>	A pre-established amount which is deducted from the damage and is the sole responsibility of the Insured.
<b>Percentage Excess</b>	The percentage of the damages that the Insured Party must pay.
<b>Policy Period</b>	The period equal to or less than 12 months between the effective date and the annual expiration date.
<b>Service Providers</b>	<p>All natural persons of whom the Insured makes use, even occasionally, in the exercise of its insured activity, as indicated below:</p> <ol style="list-style-type: none"> <li>1) Employees of the Insured, as well as other subjects for whom the Insured has an obligation to provide INAIL insurance or for whom the Insured voluntarily provides, where required, INAIL insurance;</li> <li>2) Persons for whom the provision of INAIL insurance falls to subjects other than the insured;</li> <li>3) Persons who are not obliged to have INAIL insurance.</li> </ol>
<b>Gross Annual Salary</b>	Everything, gross of social security contributions withheld, that the University employees effectively receive as compensation for their work (for example salary and other elements of a continuing nature) as well as the compensation received by the Directors.
<b>Terrorism</b>	Act (including also the use or the threat of the use of force or violence) committed by any person or group of persons acting alone or on behalf of or in connection with any organisation or government for religious, political, ideological, ethnic or similar reasons, including the intention to influence any government and/or intimidate the population or any part thereof.

## ACTIVITIES, RISK CHARACTERISTICS AND INSURED AMOUNTS

### ACTIVITIES AND RISK CHARACTERISTICS

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This policy guarantees the execution of all activities both institutional and not that the Insured Party is responsible for in more than one location and at third parties pursuant to provisions of law, regulations and any other rule, including those effective within the University of Pavia and any present and future amendments and/or additions.

In any case, all activities carried out by any means deemed useful or necessary, are understood to be included

The guarantee is also effective for all activities, which may be carried out in participation with Bodies, Consortia or by taking avail of third parties or contractors/subcontractors, performed by the Insured Party pursuant to provisions of laws, regulations and any other rule, including those effective within the University of Pavia, and any present and future amendments and/or additions.

The insurance also includes all the activities that are accessory to, complementary to, connected with, linked to, preliminary to, ordinary and extraordinary and consequent to activities listed above, regardless of how or where they are performed, excluding and excepting none.

The policy is valid in all cases in which the Insured Party as principal, organiser or other, can be claimed to be liable.

The guarantee does not apply to the activities and/or competences that are performed by hospitals and/or local health authorities (ASL).

### PREMIUM CALCULATION

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The premium is calculated on the basis of the turnover and is not subject to the regulation of the "flat rate" contractual premium.

<b>Contracting Party</b>	<b>Gross annual Income*</b>	<b>Gross annual rate</b>	<b>Prepaid annual taxable premium</b>	<b>Gross annual premium</b>
University of Pavia	€ 91.816.023,57	0,42 per thousand	€ 31.544,38	€ 38.563,00

\* Indicative parameter for the calculation of the premium only: the data is updated to the year 2019.

## **GENERAL INSURANCE CONDITIONS [GIC]**

### **ART.1 STATEMENTS RELATING TO RISK CIRCUMSTANCES – RISK VARIATION GOOD FAITH– RISK REDUCTION AND AGGRAVATION**

Any non-exact or reticent declarations by the Contracting Party concerning circumstances that affect risk assessment may lead to total or partial loss of the right to compensation, as well as to the termination of the insurance policy pursuant to Art. 1892, 1893 and 1894 of the Italian Civil Code.

The Contracting Party must notify the Company of any risk aggravation. Any risk aggravation not known to or not accepted by the Company may result in the total or partial loss of the right to compensation as well as the termination of the insurance policy itself, pursuant to Art 1898 of the Italian Civil Code.

The Company also has the right to receive the difference in premium corresponding to the greater risk from the moment in which the circumstance occurred.

In the event of risk reduction, the Company is required to reduce the premium or the premium instalments following notice from the Contracting Party, pursuant to Art. 1897 of the Italian Civil Code, and waives the relative right of withdrawal.

However, any omission, incompleteness or inaccuracy of the Contracting Party's declaration of a circumstance which may increase the risk, during the period of validity of this policy as well as at the time of its signing, does not affect the right to compensation, provided that such omissions, incomplete or inaccurate declarations are not the result of wilful misconduct by the Contracting Party.

The Contracting Party and the Insured are exempted from any obligation to declare damages that have affected the policies they have underwritten to cover the same risks prior to the stipulation of this insurance policy.

### **ART.2 DURATION OF THE CONTRACT– EXTENSION OF THE CONTRACT**

The duration of this policy is from 24:00 hours on the 31.12.2020 to 24:00 hours on the 31.12.2025; on this date the policy will be understood as tacitly renewed for subsequent years, without prejudice to the right of the Parties to send a notice of cancellation by registered letter or certified e-mail to be sent at least 120 days before the annual expiry date.

The Contracting Party may request the Company to temporarily extend this insurance, for the purpose of the completion of contract awarding procedures. The Company, for the payment of the relative percentage of the premium, hereby promises to extend the insurance under the same contractual and economic conditions for a period of 180 days starting from the annual expiry date.

### **ART.3 PAYMENT OF THE PREMIUM AND THE START OF THE GUARANTEED PERIOD**

The insurance takes effect at 24:00 hours on the day indicated in the policy even if the premium is paid within 60 days of the same. The premiums must be paid to the delegated Company or to the appointed Broker.

Any further appendices involving payment of the premium may also be paid within 60 days from the date of receipt by the Contracting Party of the relevant document issued by the Company.

It is understood, in any case, that the insurance will start with immediate coverage from midnight of the day indicated in the variation document.

If the Contracting Party does not pay the premiums or the successive premium instalments, the insurance will be suspended from 24:00 hours on the 60th day after that of expiry and will resume at 24:00 hours on the day of payment, without prejudice to the successive expiry dates and the Company's right to the payment of the outstanding premiums pursuant to Art. 1901 of the Italian Civil Code.

#### **ART.4 PREMIUM PAYMENT VARIATIONS**

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Any changes involving the collection of premiums may be paid within 60 (sixty) days from the date of receipt, by the Contracting Party, of the relative document correctly issued by the Company.

Also for these cases it remains agreed that all the conditions and methods of payment provided for in the previous Art. "*Payment of the Premium and the start of the guaranteed period*" apply, it also being understood that the insurance starts, with immediate coverage, from 24:00 hours on the day indicated in the variation document.

#### **ART.5 INSURANCE MODIFICATIONS**

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Any changes made to this policy must be evidenced in writing.

#### **ART.6 RISK AGGRAVATION**

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The Contracting Party must notify the Company of any risk aggravation.

Any risk aggravation not known to or not accepted by the Company may result in the total or partial loss of the right to compensation as well as the termination of the insurance policy itself, pursuant to Art 1898 of the Italian Civil Code.

#### **ART.7 RISK REDUCTION**

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In the event of risk reduction, the Company is required to reduce the premium or the premium instalments following notice from the Contracting Party, pursuant to Art. 1897 of the Italian Civil Code, and waives the relative right of withdrawal.

#### **ART.8 WITHDRAWAL IN THE EVENT OF A CLAIM**

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INVALID ARTICLE

#### **ART.9 RISK VARIATION**

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If during the course of the contract there are variations that modify the risk, the Company may request the relative modification to the conditions.

In the event that the Contracting Party and/or the Insured does not accept the new conditions, the Company, within 30 days of receiving communication of the change, has the right to withdraw from the contract, with 60 days' notice. If the variation implies a decrease in risk, the premium is reduced proportionally from the date of the communication made by the Contractor and/or Insured.



#### **ART.10 GOOD FAITH**

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The unintentional omission of declarations or communications by the Contracting Party and/or Insured of a circumstance aggravating the risk, as well as any error and/or unintentional or involuntary omission by the same and of the persons for whom it must answer in accordance with law, as well as its administrators, will not prejudice this insurance, provided that such errors or omissions are made in good faith. It is understood that the Contracting Party and/or Insured will be obliged to pay the Company the higher premium in proportion to the resulting higher risk, with effect from the moment in which the aggravating circumstance occurred.

#### **ART.11 INSURANCE POLICIES WITH DIFFERENT INSURERS**

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It is agreed between the Parties that if it is revealed that other policies exist or are concluded subsequently directly by the Contracting Party or by Third Parties who have had an interest in them for the same entities covered by this Agreement, any damage reported by the Insured covered by this policy shall be settled and compensated by the Company directly to the Insured, regardless of the existence of other insurance contracts, without prejudice to the Company for any other rights deriving from the law (Art 1910 of the Italian Civil Code).

The Contracting Party and the Insured are exempted from giving prior notice to the Company of any existing policies and/or any taken out subsequently for the same risks as those covered by this contract; the Insured has the obligation to do so in the event of a claim, if required by the Company.

#### **ART.12 FORM OF COMMUNICATION**

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All communications between the Parties must be made in writing, including via e-mail and certified e-mail (P.E.C); any changes to the insurance must be evidenced in writing.

#### **ART.13 BROKER CLAUSE**

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The Contracting Party states that it has entrusted the management of this policy to the appointed broker, Aon S.p.A, pursuant to Legislative Decree no. 209/05 and successive amendments and additions.

Therefore, for the purposes of the terms of this policy, the Company acknowledges that any communication made by the Contractor/Insured to the Broker shall be understood as being made to the Company itself and vice versa, just as any communication made by the Broker to the Company shall be understood as being made by the Contracting Party/Insured itself.

The Company also recognises that the payment of premiums can be made through the above-designated Broker and acknowledges that this act is liberating for the Insured/Contracting Party.

#### **ART.14 TAXES**

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All taxes, relative to the premium, are charged to the Contracting Party and/or the Insured.

#### **ART.15 JURISDICTION**

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All disputes arising in connection with this contract shall be exclusively referred to the Judicial Authority of the place of residence or headquarters of the defendant, or where the Agency or Broker is based and/or the Insured has its registered office.

#### **ART.16 REFERENCE TO THE LAW**

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For everything not otherwise regulated here, the rules of law apply

#### **ART.17 COINSURANCE AND DELEGATION (IF APPLICABLE)**

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The present policy is divided between the Co-insurance Companies indicated in the title page of the policy.

Each company has responsibility in proportion to its respective share as specified in the contract, excluding any joint and several liability.

The Insurance Companies have agreed to delegate the management of the contract to the company heretofore known as the "Delegate" and will therefore be required to recognise that all communications, management operations and modifications made to the contract by the Delegate as valid and effective, with the sole exception of the collection of policy premiums, payment of which will be made by the Contracting Party and/or Insured through Aon SpA directly to each Co-insurer.

The signature of the Delegated company on behalf and in the name of the Co-insurers makes this policy and any modifications valid to all effects and purposes.

The Delegate is obliged to notify the Co-insurers in the event of a proceeding, who are then required to confer representation in disputes to the Delegate.

The Co-insurers acknowledge that acts interrupting the period of limitation which are notified to the Delegate are also effective in their regard.

#### **ART.18 DATA PROCESSING**

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Pursuant to Legislative Decree no. 196/2003 and the European Privacy Regulation no. 679/2016, each of the parties (Contracting party, Insured, Company) consents to the processing of data that can be found in the Policy or that derive from it, for the purposes strictly connected to the fulfilment of contractual obligations.

#### **ART.19 INTERPRETATION OF THE POLICY**

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In the event of doubt on the interpretation of the Policy's clauses, they must be interpreted in the manner most favourable to the Insured and/or Contracting Party.

#### **ART.20 TRANSLATION OF THE POLICY**

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The Company undertakes to provide the Contracting Party with an English translation of the policy, in compliance with the Italian version which shall prevail in any case.

## OBLIGATIONS IN THE CASE OF AN INCIDENT

### ART.1 OBLIGATIONS OF THE CONTRACTING PARTY -CLAIM NOTIFICATION

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In the case of an incident, the Contracting Party must inform the Company or Broker in writing within 30 days of that on which it gained knowledge of the third party's claims. However, the Contracting Party may notify the Company of all circumstances which presumably can give rise to an indemnity claim, and the Company hereby agrees to accept such notification as an incident report even if there has not yet been any written request from a third party.

The Contracting Party must report to the Company any incidents falling under the "Employer's Third Party liability" only and exclusively:

- in the case of an incident relative to which a judicial/administrative inquiry is required by law;
- in the case of an indemnity request or legal action on the part of employees or assignees or on the part of INAIL if this latter exercises a subrogation right pursuant to Italian Presidential Decree no. 1124 of 30.06.1965 and successive amendments and additions.

The Contracting Party and the Company together with the broker will agree on a procedure for the management of third party liability incidents aimed at greater control and efficiency, in respect of the Contracting Party's specific needs.

### ART.2 MANAGEMENT OF DAMAGE DISPUTES AND LEGAL EXPENSES

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The Company shall manage, for as long as it has an interest, the disputes, both out of court as well as judicial, civil and criminal disputes in the name of the Insured party, appointing where necessary legal and technical staff and availing of all the rights and actions due to the Insured party itself.

However, in the event of a settlement of the Damage, the company, at the request of the Insured, and without prejudice to any other policy conditions, will continue, at its own expense, the judicial and criminal management of the dispute until the proceedings are concluded to the degree in which this is at the time of the transaction.

The costs incurred to desist the legal action brought against the Insured are borne by the Company within the limit of an amount equal to one quarter of the maximum amount established in the policy for the damage to which the claim refers; if the amount due to the injured party exceeds this maximum, the expenses will be divided between the Company and the Insured in proportion to their respective interest.

Furthermore, the Company does not pay costs incurred by the Insured party for legal or technical staff not appointed by it and does not pay fines, penalties or costs from criminal justice cases.

Even in the presence of fixed and percentage excesses to be paid by the Contracting Party/Insured, the Company is required to manage disputes and pay the Damage in accordance with the contractual conditions, as described in Art. 3 "Excess Management".

In the event of criminal proceedings, the Insured has the right to appoint a lawyer of its choice, to work alongside the Company's lawyer. In this case, the Company, having acknowledged the nomination of the Insured's trusted lawyer will bear the related expenses.

### ART.3 EXCESS MANAGEMENT

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The policy guarantees are provided with the application of a fixed excess per claim set out in the policy sheet which abrogates any excesses of a lower amount contained in the contractual conditions.

The Company undertakes to pay the injured third party the amount of the damage gross of any contractual fixed or percentage excesses, as well as liquidate the damages not exceeding the value of the percentage and fixed excesses.

Every six months from the effective date of the contract, the Company undertakes to send the Contracting Party by registered letter with return receipt or certified e-mail – possibly anticipated in an e-mail – the list of received and paid claims with an indication of the excess amounts to recover and the indication for each received and liquidated claim, of the following data:

- claim number
- date of report of the incident
- settlement date of the claim
- amount received and paid to the injured third party
- document proving the compensation (by way of example only, copy of the receipt, or copy of the payment order, or copy of any other relevant document)
- amount to be recovered from the Contracting Party.

Within 60 days from the date of receipt of the Company's written request, the Contracting Party, by way of reimbursement, shall pay the amount due.

Should the policy be cancelled for any reason before the contractual expiry, the above amounts will be requested by the Company after the receipt and settlement of each individual claim and the Contracting Party undertakes to provide payment within 60 days of the request.

#### **ART.4 OBLIGATION TO PROVIDE DATA ON THE RISK TREND**

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The Company undertakes to provide the Contracting Party, through the Broker, at the half-yearly deadlines of each year and at the request of the Contracting Party, with printouts in electronic format (excel) of the data relating to the trend of the risk since the beginning of the insurance contract.

These printouts must show for each claim:

- file number
- date of occurrence
- details of the counterparty and/or policyholder
- claim management status (open/reserved/liquidated/without follow-up)
- amount paid or placed in reserve
- description of the event with indication of the dynamics, of the potential injury/damage;

in this regard, it is specified that:

- the aforementioned printouts must be provided within 30 days from the date indicated above, even in the absence of a formal written request from the Contracting Party and/or Broker;
- in anticipation of the definitive expiry of the contract, and in order to allow for a new tender procedure, the obligations described above do not prevent the Contracting Party from requesting and obtaining an update in the manner described above on dates other than those indicated;
- the obligation to provide the data in question remains even after the definitive expiry of the contract, upon written request by the Contracting Party, also through the Broker, to be sent annually from the expiry date of the policy.

## **INSURANCE CONDITIONS**

### **ART.1 SUBJECT OF THE THIRD PARTY LIABILITY INSURANCE**

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The Company undertakes to indemnify the Insured Party for what this latter is held to pay, in as much as responsible under the Italian Civil Code, as compensation (capital, interests and costs) for damages involuntarily caused to third parties, in the case of death, personal injury and damage to property, consequent to an accidental event that occurred in relation to the risks for which the insurance is stipulated.

The insurance also covers civil liability bearing on the Insured Party for intentional acts on the part of persons for whom the Insured Party must answer, including the students.

### **ART.2 SUBJECT OF THE EMPLOYER'S LIABILITY INSURANCE**

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The Company undertakes to indemnify the Insured Party for what this latter is held to pay (capital, interests and costs), in as much responsible under the Italian Civil Code:

1. pursuant to Arts 10 and 11 of Italian Presidential Decree no. 1124/1965, Italian Decree Law no. 317/1987 and Italian Legislative Decree no. 38/2000 and their successive amendments and additions, in the case of accidents and damages suffered by its employees and /or its "semi-subordinate" workers, as contemplated by Art.5 of Italian Legislative Decree no. 38/2000;
2. for accidents and damages suffered by workers not subject to the legally obligatory insurance against accidents at work (INAIL), included under the above point 1;
3. pursuant to the Italian Civil Code, as compensation for damages not included under the provisions of Italian Presidential Decree no. 1124/1965 and Italian Legislative Decree no. 38 of the 23/02/2000, caused to employees and /or semi-subordinate workers referred to in point 1. above, in the case of death and personal injury resulting in permanent disability calculated on the basis of the tables referred to in Legislative Decree 38/2000;

Both the Third Party Liability guarantee and the Employer's Liability guarantee also cover recourse actions attempted by INAIL, INPS (the Italian national insurance board) and other similar bodies, whether welfare or social security, pursuant to Art.14 of Italian Law no. 222 of 12/06/84, and, in any case, where carried out pursuant to the law; the compensation of the ASL/AST and AUSL is also included in accordance with the current Regional Laws.

The insurance is effective if, at the moment of the incident, the Insured Party has complied with the obligations of the legally obligatory insurance; however, if an irregularity derives from proven incorrect or erroneous interpretations of the applicable provisions of the laws in force, the insurance will remain valid.

The Employer's Liability Insurance also covers employees, semi-subordinate workers and workers referred to in Italian Legislative Decree 276/03, both subject and not subject to INAIL, who are in the workplace beyond normal working hours.

### **ART.3 OCCUPATIONAL DISEASES**

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The insurance covers occupational diseases, contemplated in accordance with current legislation, contracted through the fault of the insured, as well as those diseases that were recognised by the judiciary as occupational and/or due to service.

The extension explains its effects for compensation claims made for the first time against the insured after the commencement of this policy regardless of the time in which the causes that gave rise to the illness or injury occurred, but in any case not earlier than 48 months from the effective date of the contract or within 18 months from the expiry date of the guarantee or employment relationship.

The maximum coverage of the Employer's Liability guarantee indicated in the policy for each incident always represents the Company's maximum exposure:

- A. for several cases of Damage, even if they become apparent at different moments during the validity of the guarantee, originating from the same type of occupational disease;
- B. for several cases of damage occurring in the same insurance period.

The guarantee is not valid:

- 1. for those employees and workers who have suffered a relapse of an occupational disease previously indemnified or indemnifiable;
- 2. for diseases consequent to:
  - a) the intentional non-observance of provisions of law on the part of the Insured Party's legal representatives;
  - b) the intentional failure to prevent damage due to non-repair or adaptation of the means provided to prevent or limit pathogenic factors, on the part of the Insured Party's legal representatives;
  - c) Directly or indirectly deriving, albeit in part, from exposure and/or contact with asbestos and/or any other substance containing asbestos in any form or measure.

This exclusion 2 ceases to have effect for damages occurring after measures have been taken to remedy the situation and which can reasonably be deemed suitable according to the circumstances.

The Company has the right to carry out inspections at any moment to verify and/or check on the state of the Insured Party's premises, for which inspections the Insured Party must allow free access and provide the necessary information and documentation.

#### **ART.4 INAIL GOOD FAITH CLAUSE**

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It is agreed between the parties that the failure to insure the Insured's personnel with INAIL does not constitute grounds for forfeiture, as this derives from an incorrect interpretation of the laws in force in this regard. It is understood that where a request for compensation has been made by INAIL for what was paid by them to the injured party or to their successors in title, the Company will respond within the limits of the maximum amounts due to the Insured.

The foregoing also applies to apprentices or staff on probation for short periods, even when there is not yet a regular report of the same to INAIL.

#### **ART.5 EXEMPTION TO REPORT INAIL POSITIONS**

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The Insured is exempted from the obligation to report the insurance positions taken out with INAIL.

## **ART.6 DEFINITION OF THIRD PARTY**

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It is agreed between the parties that all subjects, whether natural or legal persons, for the effects of this policy, are considered "Third Parties" in respect of the Insured Party, excluding the latter's legal representative who, for that matter, is only considered a "Third Party" in the case of physical injury during the performance of his/her duties and for physical injury and any other damage when using the Contracting Party's structures in as much as a user of the services provided by the latter.

The Insured Party's employees and other workers are not considered Third Parties when they suffer damage during the execution of the service (including occupational diseases), if they are covered by the Employer's Liability Insurance; these subjects are however considered Third Parties in the case of damage outside of working hours.

The Insured Parties are considered Third Parties in respect of each other, without prejudice to the fact that the maximum coverage per incident will always represent the maximum disbursement on the part of the Company.

## **ART.7 PERSONAL CIVIL LIABILITY**

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The insurance applies to personal civil liability also deriving from gross negligence of the following subjects who also hold the status of Insured:

- All employees as well as semi-subordinate workers and people on whose work, even if voluntary, the Contracting Party relies in the exercise of its activity;
- Executives, middle managers and workers while carrying out their contractual duties for the Contracting Party;
- Members of the Contracting Party's Board of Administration, as well as persons legitimately delegated, in the name and on behalf of the Contracting Party, to representative duties;
- Rector, Vice-Rectors;
- Teaching staff (substitutes and contract professors included), medical staff and researchers of any category (including teaching, research or experimentation activities, also carried out in hospitals, clinics and medical laboratories), including for student matters. In all cases, medical professional liability is excluded;
- Interns, fellows and non-medical trainees;
- University staff who are assigned the tasks and duties referred to in Legislative Decree 81/2008 and subsequent amendments and additions;
- Personnel assigned tasks and duties referred to in Italian Legislative Decree no.196/2003 and of the GDPR (General Data Protection Regulation) – EU Regulation 2016/679 and subsequent amendments, for damages including – as a partial derogation from what was previously regulated, any financial damage caused to third parties and/or workers and deriving from an involuntary non-compliance or violation of Italian Legislative Decree 196/2003 and of the GDPR (General Data Protection Regulation) – EU Regulation 2016/679 and subsequent amendments in relation to the processing of personal, common and/or sensitive data;
- Persons participating in social activities promoted or managed by the University;
- Students, doctoral students, postgraduates, trainees, attendees of masters and courses of post-graduate training, contractors, graduate students, holders of grants for research collaboration and holders of scholarships for promising young people, scholarship holders, students of curricular and

extra-curricular internships (including internships carried out for the purpose of passing a state exam), research doctors, scholars, students, participants in all degree courses, research doctorates, first and second level masters, graduates enrolled in specialisations (postgraduates), students enrolled in specialisation schools belonging to the Faculties, including schools belonging to the Faculties of Medicine and Surgery, both in Italy and abroad, including participants in mobility programs in European and non-European countries, within the EU and the agreements signed by the University with partner institutions. In any case the medical professional liability of doctors in specialised training (trainees) is excluded.

- students hosted on the basis of international conventions or programs;
- pre-enrolled students from other universities not yet formally enrolled;
- students enrolled in double degree programs or joint degrees;
- visiting professors and researchers;
- Part-time students pursuant to Art. 13 Law 390/91 and student tutors pursuant to Art. 13 Law 341/90;
- Civil service volunteers assigned to the Contracting Parties;
- Voluntary organisations in general;
- Contractors, subcontractors and their employees working for the Contracting Parties;
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- Subjects involved in cultural and scientific collaboration agreements with other universities, including foreign ones, by way of non-limiting example: teachers and researchers; post-graduate students for study and research stays; students attending courses, trainees, postgraduates or subjects involved in other training activities; administrative staff.

All the aforementioned persons are also considered third parties among themselves.

This guarantee extension is provided under the conditions and for the maximum amounts agreed for RCT insurance for third party damages and RCO insurance for damages to employees.

These third party and employer liability maximums represent - even in the case of co-responsibility of employees and Insured – the maximum that the Company will be bound to pay out in the case of an accident.

It should be noted that the guarantee includes damage to property by students, employees, and not by the Insured when carrying out study and/or research activities at, by way of example but not limited to, Institutions, Research Institutes, Universities, etc.

Any damage attributable to professional responsibilities and any type of medical and/or health activity is excluded.

#### **ART.8 WAIVER OF CLAIM**

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The Company waives the right to recourse towards those responsible for the accident, except in the case of wilful misconduct and that the Insured does not intend to take action against the person responsible.



## ART.9 TERRITORIAL VALIDITY

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The Third Party and Employer Liability Insurance provide worldwide coverage.

## ART.10 EXCLUSIONS

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- A. The Third Party Liability Insurance (R:C: T) does not cover damages:
- a) deriving from theft, except as expressly regulated in *Art. Clarifications and extensions of the guarantee* that prevails over the preceding exclusion;
  - b) deriving from the circulation of motor vehicles owned by the Contracting Party on public roads or equivalent areas, as well as from the navigation of motor boats and use of aircraft;
  - c) deriving from things or works under construction, and on those on which the works are carried out, except as expressly regulated in *Art. Clarifications and extensions of the guarantee* that prevails over the preceding exclusion;
  - d) deriving from works or installations in general after the completion of the works, as well as by products or things in general after delivery to third parties, except as expressly regulated in *Art. Clarifications and extensions of the guarantee* that prevails over the preceding exclusion;
  - e) consequent to the pollution of air, water or soil, the interruption, impoverishment or deviation of springs and water courses, alterations or impoverishment of water tables, mineral deposits and in general of whatever is found in the subsoil and which is subject to exploitation, except as expressly regulated in *Art. Clarifications and extensions of the guarantee* that prevails over the preceding exclusion;
- B. Neither the Third Party Liability Insurance nor the Employer's Liability Insurance cover Damages:
- a) deriving from holding and using explosives, except liability bearing on the Insured in the capacity as the principal of works that require the use of such materials;
  - b) occurring in connection with transformations or energetic adjustments of the atom, naturally or artificially provoked (fission and nuclear fusion, isotopic radioactivity, accelerating machines, etc.);
  - c) of any kind deriving from the use of asbestos or any other substance containing asbestos in any form or measure;
  - d) deriving from the generation of electromagnetic fields;
  - e) subsequent to acts of war (whether the war has been declared or not), civil war, insurrection, popular uprisings, riots, military occupation and invasion;
  - g) deriving, either directly or indirectly, from biotechnological activities, genetic engineering, production, treatment, experimentation, distribution storage or any other use or conservation of materials and/or substances of human origin and any biosynthetic products deriving from similar substances or materials (GMO);
  - g) deriving from financial losses not consequent to injury to persons or damage to property;
  - h) deriving from medical malpractice;

- i) deriving from sexual abuse and harassment;
- j) deriving from Professional liability;

#### **ART.11 CLARIFICATIONS AND EXTENSIONS OF THE GUARANTEE**

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The guarantee referred to in this policy, purely by way of example and without any limitations whatsoever, also applies to the civil liability deriving from the Insured as regards:

- ***Ownership and use of buildings, machines, equipment and as specified below***
  - ✓ Liability arising from the ownership and/or use, for any reason or purpose, of buildings including tensile structures, lands and relative plants and equipment that may be used not only by the Insured Party for its activity, but also by third parties, for, purely by way of example and without limitations:
    - Sport, recreation, charitable, educational activities;
    - homes, offices;
    - rural activities
    - industrial, commercial activities and/or the storage of goods;
  - ✓ Liability arising from the ownership and/or operation and/or use of machinery, operating machines in general, agricultural vehicles not registered with the PRA that circulate only in private areas, plants, and equipment;
  - ✓ Liability deriving from the existence and operation of chemical, biotechnological, clinical, research and experimentation laboratories;
  - ✓ Liability arising from property and use for diagnostic or therapeutic purposes, research and teaching of medical and electro-medical, diagnostic and therapeutic devices, including x-ray devices, radioisotopes, radionuclides and other similar equipment.

The guarantee is effective even when said goods are made available to third parties.

- ***Head of Occupational Health and Safety pursuant to Italian Legislative Decree 81/2008***

In relation to the qualification of “Protection and Prevention Managers”, referring both to the Insured and to its employees, as well as in their capacity as client, “Works Supervisors, the Works Planning Coordinator and the Works Execution Coordinator”, pursuant to Italian Legislative Decree no. 81/2008 and subsequent amendments and additions. The guarantee therefore includes the civil liability deriving from the Insured pursuant to the provisions of Italian Legislative Decree 81/2008 and subsequent amendments and additions, as well as the personal liability of the Insured’s employees responsible for the roles or tasks defined by said decrees and subsequent amendments and additions.
- ***Commissioning of third parties to execute works, services and activities pursuant to Art. 2049 of the Italian Civil Code***

Pursuant to Art.2049 of the Italian Civil Code for damages caused to third parties by contractors and/or to companies entrusted with the management of any activity by their employees or in any case by all those who do not have a dependent relationship but carry out the activity of the Insured continuously or occasionally.

- ***Items being delivered or in storage and damage to third party property and equipment***

For Damages from theft, destruction and/or the deterioration of items delivered and not delivered or held by the Insured for any reason, excluding Damages caused by theft except as specified below;

- ***Accidental Pollution***

For Damages caused by the pollution of water, air and soil following the sudden and accidental breakage of the Insured's machines, plants, tanks and pipes, within the limits of the provisions of Art. "Compensation sublimits, (fixed and percentage excesses);

- ***Fire Damage***

For Damage to third-party property arising from fire, explosion or the bursting of items belonging to the Insured or kept by it. It is understood that, if the Insured is already covered by a fire policy with "neighbour/third party appeal" cover, this guarantee shall apply as a second loss policy for the excess from the amounts insured with the aforementioned fire policy;

- ***Damage due to theft***

For Damage caused by theft to third parties by persons who have used scaffolding erected by the Insured to carry out the criminal act, for which it is required to answer;

- ***Damage due to Animals***

For Damages caused by keeping animals, for reasons relating to institutional activities; if this activity is entrusted to a third party, the guarantee will cover the client;

- ***Damage to Employee and third party vehicles***

Damage due to the existence of parking spaces and/or the parking of vehicles, including damage to the vehicles themselves even if owned by employees or third parties;

- ***Damage to items found in the area of the execution of work***

For Damage to the premises and items found in the area of the execution of services and/or works, as well as to the items the work is carried out on, except for necessary damage and damage to the things that are directly object of the same works;

- ***Damage to vehicles during loading and unloading***

For Damage to means of transport during loading and unloading in the places where the Insured's facilities or offices are located;

- ***Damages to underground pipes and systems***

For damages to underground pipes and systems, and those consequent to them, including Damages for service interruption;

- ***Damages for land subsidence and landslide***

For Damage due to land subsidence or landslide, provided they are not directly consequent to underwalling, piling, diaphragms and other substitution techniques. Should the land subsidence or landslide cause damage to underground pipes or systems, they are also understood to be included;

- ***Damage from construction and maintenance works***

For Damage caused by building works in general, ordinary and extraordinary maintenance, additions, demolition, extension and repair inherent to its activity. In the event that such works were contracted or subcontracted, the guarantee covers the civil liability deriving from the Insured in its capacity as client;

- ***Damages caused by excavation, laying and backfilling***

For damages caused by excavation, laying and backfilling of works and instalments in general, whether carried out by the Insured or by a Third Party but in this case limited to the third party liability of the client;

- ***Use of cars and other vehicles***

Pursuant to Art.2049 of the Italian Civil Code, for damage caused to third parties by its employees and clerks in relation to driving motor vehicles, mopeds and motorcycles, provided that these are not owned or used by the Insured or registered to the same Public Vehicle Register, or rented or leased by it. The cover also applies to bodily damage caused to persons being transported;

- ***Use of any equipment, including x-ray and those for diathermy and electrotherapy for diagnostic, or therapeutical purposes, research and teaching***

For Damages caused by the use of any equipment, including x-ray and those for diathermy and electrotherapy for diagnostic or therapeutical purposes, research and teaching;

- ***Sale of food and beverages, canteen management***

For damages deriving from the ownership or management of bars and canteens, including the administration of food and beverages; If said services are entrusted to third parties the guarantee operates in relation to the client;

- ***Surveillance Services***

For damages deriving from surveillance services which include guards and watchdogs, including the risk of excessive legitimate self-defence, all of which also as a contractor;

- ***Damage due to interruption or suspension of third party activities***

For damages resulting from suspensions or interruptions, total or partial, of industrial, commercial, agricultural and craft activities or services provided that they are consequent to an indemnifiable claim under the terms of the policy even if the interruption affects subjects other than those who suffered the material damage;

- ***Participation in and organisation of courses, shows, conferences, exhibitions, events, fairs, markets, and any type of promotional activity***

for any type of activity complementary to the institutional activity, such as:

Promotional and advertising activities, including ownership and maintenance of advertising signs, signage and banners;

Sports, artistic, cultural, recreational, political, religious, welfare, and scientific activities, whether as promoter, sponsor or organiser and/or participant in tournaments and events whether they are sporting, cultural, recreational, artistic, historical and similar, and after-work activities;

Organisation and sponsorship of congresses, seminars, competitions, symposia, conferences and the like, language and refresher courses, exhibitions and fairs, shows, markets and the like;

Participation in congresses, seminars, competitions, symposia, conferences and the like, language and refresher courses, exhibitions and fairs, shows, markets and the like;

All of the above is intended both in the capacity of provider of spaces or structures for events organised by third parties, and for damages deriving from the management of the premises used for any reason including those caused to the premises themselves, and to the items contained therein or located outdoors in the places where the events take place, and during the assembly, disassembly and setting up stages.

- ***Training and refresher courses***

The organisation of training and/or professional refresher courses, also open to external non employees; damages caused by students and/or guests must be understood as included; the students and/or guests are considered third parties.

- ***Workers Recreational Association activities***

Organisation of sports and recreational activities in general, also carried out through the workers recreational association, having autonomous legal personality.

- ***Educational trips***

Trips organised by the University for educational and scientific purposes wherever they are carried out.

- ***Ownership, management or commissioning of vending machines***

Liability from the ownership or management or commissioning of vending machines for drinks and the like located in the spaces, including those of third parties, where the Contracting Party's activity is carried out.

- ***Use of non-motorised vehicles***

Liability caused by the ownership and use of cycles in general, man-or animal- drawn vehicles and in general vehicles not registered in the Public Vehicle Register;

- ***Social inclusion activities***

Given that the Insured promotes the social inclusion of people with disabilities in cooperatives and commercial, agricultural and industrial activities of third parties, through rehabilitation projects, this policy covers the personal civil liability of these persons, with the exclusion of damage to machines and equipment used to carry out the work.

- ***Infirmary and first aid services***

Liability deriving from the management of the infirmary and first aid service, including the personal civil liability of healthcare personnel.

**ART.12 CIVIL LIABILITY FOR ACTS OF TERRORISM AND SABOTAGE**

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The Company undertakes to indemnify the insured for what it is required to pay, by way of compensation, as civilly liable under law, for bodily and material damage involuntarily caused to third parties and/or employees whose work it makes use of, in relation to acts of Terrorism or Sabotage, as defined in the policy.

For the further clarification and/or integration of what is provided for, it is specified that this guarantee does not cover:

Damage resulting from the release of or exposure to chemical or biological/bacteriological agents of any kind;

Damage resulting from electronic/computer attacks, including "computer hacking" or "computer virus";

Fines, penalties, damages of a punitive or exemplary nature, as well as any additional damage resulting from the multiplication of compensatory damages;

Damages related to mental disturbance, distress or shock if the complainant has not suffered any bodily harm;

For the purposes of this guarantee, a plurality of acts committed for the same purposes within 72 hours will be considered a single claim.

### MAXIMUMS – CALCULATION OF THE PREMIUM – FIXED EXCESSES AND PERCENTAGE EXCESSES

Given that all the maximums and sublimits indicated must be understood as being in excess of the fixed and percentage excesses, it is agreed that in no case will the Company indemnify an amount higher than what is indicated below.

The values are expressed in Euro.

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#### MAXIMUM AMOUNTS

Guarantee	Insured Maximum (EUR)
Third Party Liability	20.000.000 per incident
Employer's liability	7.500.000 per incident
Aggregate Maximum Amount	25.000.000 per insurance period

The maximum exposure of the Company per insurance period **cannot in any case exceed** the amount of € 15,000,000.00 regardless of the number of claims occurring during this period.

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#### INDEMNITY SUBLIMITS

Guarantee	Sublimit (EUR)
Occupational Diseases	RCO Maximum
Damage to property delivered and in custody	300.000 per incident/year
Accidental Pollution	1.500.000 per incident/year
Fire damage	1.000.000 per incident/year
Damage from theft	5.000 per injured with a maximum of 250.000 per year
Damage to Employee and Third Party vehicles	150.000 per incident/year
Damage to vehicles being loaded and unloaded	150.000 per incident/year
Damage to items found in the area of the execution of work	80.000 per incident/year
Damage to underground pipes and systems	250.000 per incident/year

Damage from land subsidence and landslide	250.000 per incident/year
Sale of Food and Beverage	1.000.000 per incident/year
Damage from interruptions to third parties' activities	3.000.000 per incident/year
Civil responsibility for acts of Terrorism and Sabotage	1.000.000 per incident/year
Translation of policy into English	Not foreseen

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#### FIXED EXCESSES AND/OR PERCENTAGE EXCESSES

The payment of the indemnity will be made after deducting for each claim, the amount indicated by way of fixed/percentage excess.

UP-FRONT EXCESSES			
Guarantee	<i>percentage</i>	<i>Fixed excess (EUR)</i>	
		<i>MINIMUM</i>	<i>MAXIMUM</i>
	%		
Third Party Liability Insurance (RCT)		€ 1.000	
Employer's Liability Insurance (RCO)		Not foreseen	

With the exceptions indicated below:

Guarantee	<i>Percentage</i>	<i>Fixed excess (EUR)</i>	
		<i>MINIMUM</i>	<i>MAXIMUM</i>
	%		
Items in delivery or custody		250 per incident	
Accidental Pollution	10	2.500 per incident	
Fire Damage		500 per incident	
Damage from theft		500 per incident	
Damage to employee or third party vehicles		150 per incident	
Damage to vehicles during loading unloading		150 per incident	



Damage to items found in the area of the execution of work		500 per incident	
Damage to underground pipes and systems		Not foreseen	
Damage from land subsidence and landslide	10	1.500 per incident	
Damage from interruptions of third parties' activities	10	1.000 per incident	
Civil responsibility for acts of Terrorism and Sabotage	10	2.500 per incident	